

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
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DATE FILED: 03/12/2020

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THE BOSTON CONSULTING GROUP, INC.,
Plaintiff,

-against-

NCR CORPORATION,
Defendant.
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19 Civ. 10156 (LGS)

ORDER

LORNA G. SCHOFIELD, District Judge:

WHEREAS, on February 28, 2020, Defendant NCR Corporation (“NCR”) filed a letter requesting a pre-motion discovery conference for a proposed motion to compel Plaintiff The Boston Consulting Group, Inc. (“BCG”) to produce documents responsive to NCR’s first request for documents (Dkt. No. 38);

WHEREAS, on March 6, 2020, BCG filed a letter response (Dkt. No. 41);

WHEREAS, with respect to NCR’s Document Request Nos. 6, 7 & 9, BCG represents that it has agreed to produce all documents concerning Mr. Benjamin or NCR, including any documents or communications relating to Mr. Benjamin’s assumption of the COO position at NCR in 2016 or assuming the CEO role at Nuance in 2018 (or taking a position with any other company following his NCR employment), for the time period from approximately three months before Mr. Benjamin assumed a position at NCR, through June 1, 2018, three months after he resigned. BCG otherwise objects to production;

WHEREAS, with respect to NCR’s Document Request No. 8, BCG objects to production.

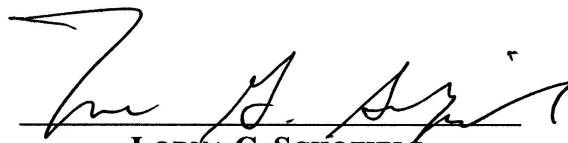
It is hereby

ORDERED that, with respect to Document Request Nos. 6, 7 & 9, in addition to the documents BCG has agreed to produce, BCG shall also search for and produce the following categories of documents: (1) all documents concerning Nuance from September 21, 2016 through

June 1, 2018; and (2) all communications with Mr. Benjamin concerning NCR, Nuance or this litigation from January 1, 2014 through November 1, 2019. Requiring production of all communications between BCG and Mr. Benjamin over this time period would be disproportionate to the needs of the case where the fact that a relationship existed between Mr. Benjamin and Mr. Kotzen is not disputed. It is further

ORDERED that BCG shall produce all agreements, engagements, and/or Statements of Work in which BCG's fees are subject to a Risk / Gain provision. Whether BCG has entered into agreements with comparable provisions is relevant to NCR's counterclaims.

Dated: March 12, 2020
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE